

ANNEX B  
TO  
SCHEDULE NO. A-4  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997  
  
PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of April 3, 1998 ("Agreement"), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessor does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section 1(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By *Alia M. Thompson*  
Title Manager, Lease Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,  
DELPHI ENERGY AND ENGINE  
MANAGEMENT SYSTEM

By *[Signature]*  
Title VP and Gen Mgr.

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this \_\_\_\_ day of April, 1998.

SUPPLIER:

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

ANNEX C  
TO  
SCHEDULE NO. A-4  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997

CERTIFICATE

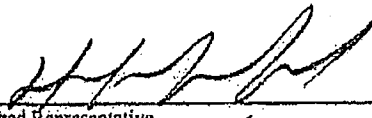
To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Liebherr-America, Inc.	FN0963	LC 82 CNC Hobbing Machine

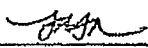

  
\_\_\_\_\_  
Authorized Representative

Dated: 9/29/97

ANNEX D  
TO  
SCHEDULE NO. A-4  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE\*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
1	120.00	
2	119.02	
3	118.04	
4	117.03	
5	116.02	119.02
6	114.99	117.99
7	113.94	116.94
8	112.88	115.88
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26	91.12	94.12
27	89.75	92.75
28	88.36	91.36
29	86.95	89.95
30	85.52	88.52
31	84.07	87.07
32	82.60	85.60
33	81.12	84.12
34	79.61	82.61
35	78.08	81.08
36	76.53	79.53
	75.00	78.00

Initials:    
Lessor Lessee

\* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

**LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO  
MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AUGUST 29, 1997**

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

**The term of Equipment Schedule No. A-4 will be extended for 12 months from April 1, 2001 through March 31, 2002, for the amount of \$6,825.00 per month payable in advance.**

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:  
Eireann II, a division of ATEL Transatlantic Investors, Inc.

Lessee:  
General Motors Corporation,  
Delphi Energy and Engine  
Management System

By: [Signature]

By: [Signature]

Title: Chairman

Title: President

Date: 2/26/01

Date: 2/26/01

**SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO  
MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997**

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18<sup>th</sup> day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6<sup>th</sup> Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-4 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$6,142 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:

**Eireann II, a division of ATEL  
Transatlantic Investors, Inc.**

By: Vasco H. Morales

Title: Vasco H. Morales, Esq.  
Senior Vice President

Date: 7/18/02

Lessee:

**General Motors Corporation,  
Delphi Energy and Engine  
Management System**

By: [Signature]

Title: President

Date: 7/18/02

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### AMENDMENT AND RENEWAL

**THIS AMENDMENT AND RENEWAL** (the "Agreement") is entered into as of this 19<sup>th</sup> day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6<sup>th</sup> Floor, San Francisco, CA 94108 ("Lessor").

**WHEREAS**, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

**WHEREAS**, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

**WHEREAS**, Lessee changed its name to Delphi Corporation;

**WHEREAS**, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

**WHEREAS**, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

**NOW THEREFORE**, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

**FOR VALUE RECEIVED**, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,860	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:  
Delphi Corporation  
(f/k/a Delphi Energy and Management Systems)

By: [Signature]  
Name: James A. Bertrand  
Title: President, S+I and Affs  
Date: 6/3/03

Lessor:  
Eireann II, a division of  
ATEL Transatlantic Investors, Inc.

By: [Signature]  
Name: Vasco H. Mora  
          Sr. Vice President  
Title: of Manager

ATEL LEGAL DEPARTMENT  
APPROVED  
AS TO FORM

[Signature]  
BY: \_\_\_\_\_

W:\AFG PORTFOLIO\SUB\Delphi Energy\Full Assignment Assumption Consent without Recourse.(ES Nos. A-2 to A-5).081903.doc



## **EQUIPMENT SCHEDULE No. A-5**

PSL

EQUIPMENT SCHEDULE  
SCHEDULE NO. A-5  
DATED THIS 30TH DAY OF APRIL, 1998  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

AMERICAN FINANCE GROUP, INC.  
24 SCHOOL STREET  
FLOOR 7  
BOSTON, MA 02108

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION,  
DELPHI ENERGY AND ENGINE  
MANAGEMENT SYSTEM  
2900 SOUTH SCATTERFIELD ROAD  
ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$715,786.25
3. Basic Term Lease Rate Factor: .016843000
4. Daily Lease Rate Factor: .000561433
5. Basic Term (Number of Months): 36
6. Basic Term Commencement Date: 05-01-98
7. Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Emag-Bohle L.L.C., 38800 Grand River Avenue, Farmington Hills, MI 48335
10. Last Delivery Date: N/A
11. First Termination Date: 08-01-98 ( 3 ) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on May 1, 1998.
2. Basic Term Rent. Commencing on May 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form, comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By Lisa G. Ryan  
Name Lisa G. Ryan  
Title Manager, Asset Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,  
DELPHI ENERGY AND ENGINE  
MANAGEMENT SYSTEM

By Don R. Runkle  
Name Don R. Runkle  
Title V.P. & G. Mgr.

Rev. 5/14/92

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED  
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT  
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL  
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO  
SECURITY INTEREST MAY BE CREATED THROUGH THE  
TRANSFER AND POSSESSION OF ANY COUNTERPART  
OTHER THAN COUNTERPART NO. 1.

ANNEX A  
TO  
SCHEDULE NO. A-5  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
Emag-Bohle LLC	6H720.05168	VSC 250 Twin Machine w/ Hopper Feed System	1	\$715,786.25

Initials: DA  
Lessor

DLR  
Lessee

ANNEX B  
TO  
SCHEDULE NO. A-5  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997  
  
PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of April 30, 1998 ("Agreement"), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section 1(b) of the Lease, to the same extent as if this Agreement had not been executed; (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed; (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By Hisa A. Nye  
Title Manager, Lease Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,  
DELPHI ENERGY AND ENGINE  
MANAGEMENT SYSTEM

By [Signature]  
Title VP and GM Delphi E

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this \_\_\_\_ day of May, 1998.

SUPPLIER:

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

ANNEX C  
TO  
SCHEDULE NO. A-5  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997  
CERTIFICATE

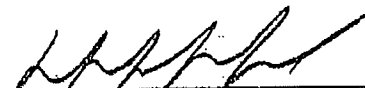
To: American Finance Group, Inc. ("Lessor").

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Emag-Bohle LLC	6M720.05168	VSC 250 Twin Machine w/ Hopper Feed System

  
\_\_\_\_\_  
Authorized Representative  
Dated: 5/21/98

ANNEX D  
TO  
SCHEDULE NO. A-5  
TO MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE\*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
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13	107.37	110.37
14	106.22	109.22
15	105.05	108.05
16	103.87	106.87
17	102.67	105.67
18	101.46	104.46
19	100.22	103.22
20	98.98	101.98
21	97.71	100.71
22	96.43	99.43
23	95.13	98.13
24	93.81	96.81
25	92.48	95.48
26	91.12	94.12
27	89.75	92.75
28	88.36	91.36
29	86.95	89.95
30	85.52	88.52
31	84.07	87.07
32	82.60	85.60
33	81.12	84.12
34	79.61	82.61
35	78.08	81.08
36	76.53	79.53
	75.00	78.00

Initials:

JAN  
Lessor

DLR  
Lessee

- \* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.



**LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO  
MASTER LEASE AGREEMENT NO. 9708DEG545  
DATED AUGUST 29, 1997**

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

**The term of Equipment Schedule No. A-5 will be extended for 12 months from May 1, 2001 through April 31, 2002, for the amount of \$10,850.00 per month payable in advance.**

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

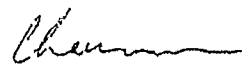
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:  
Eireann II, a division of ATEL Transatlantic Investors, Inc.

Lessee:  
General Motors Corporation,  
Delphi Energy and Engine  
Management System

By: 

By: 

Title: 

Title: President

Date: 2/26/01

Date: 2/26/01

**SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO  
MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997**

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18<sup>th</sup> day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6<sup>th</sup> Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-5 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$9,765 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:

**Eireann II, a division of ATEL  
Transatlantic Investors, Inc.**

By: 

Title: Vasco H. Morais, Esq.  
Senior Vice President

Date: 7/18/02

Lessee:

**General Motors Corporation,  
Delphi Energy and Engine  
Management System**

By: 

Title: President

Date: 7/18/02

48022POA-5-K3

### AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19<sup>th</sup> day of May, 2003 by and between Delphi Corporation, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and Eireann II, a division of ATEL Transatlantic Investors, Inc., a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6<sup>th</sup> Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:  
Delphi Corporation  
(f/k/a Delphi Energy and Management Systems)

By: [Signature]

Name: James A. Bertrand

Title: President, S+I and Affs

Date: 6/3/03

Lessor:  
Elreann II, a division of  
ATEL Transatlantic Investors, Inc.

By: [Signature]

Name: Vasco H. Mora  
Sr. Vice President

Title: of Manager

ATEL LEGAL DEPARTMENT  
APPROVED  
AS TO FORM

[Signature]

## EXHIBIT D

[illegible]

Customer Name	Lease No.	Invoice No.	Invoice Date	InvDueDate	Amount Invoiced	Amount Due @ 01/26/07	Code for What Invoice Was For	Invoice Nature	Pre-Petition?	Pre-Petition Amount Due	Post-Petition Amount Due	Sub-Toal Pre-Petition by Lease #	Sub-Toal Post-Petition by Lease #
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014833.00	11/29/2006	1/12/2007	241.80	241.80	XTRNMO	Rent	2	0.00	241.80		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014870.00	1/2/2007	1/12/2007	754.55	754.55	PROPTYX	Property Tax	2	0.00	754.55		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014864.00	12/29/2006	1/12/2007	2,776.20	2,776.20	PROPTYX	Property Tax	2	0.00	2,776.20		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014853.00	1/9/2007	1/12/2007	87.51	87.51	PROPTYX	Property Tax	2	0.00	87.51		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014852.00	1/9/2007	1/12/2007	125.22	125.22	PROPTYX	Property Tax	2	0.00	125.22		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001	700014855.00	12/28/2006	2/1/2007	241.80	241.80	XTRNMO	Rent	2	0.00	241.80		
												0.00	4,227.08
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001RIA	700014865.00	12/29/2006	1/12/2007	1,849.66	1,849.66	PROPTXO	Property Tax	2	0.00	1,849.66		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084001RIA	700014884.00	1/9/2007	1/12/2007	99.96	99.96	PROPTX1	Property Tax	2	0.00	99.96		
												0.00	1,949.62
GENERAL MOTORS CORP-SVC PARTS	70GMC0084101	700014869.00	1/2/2007	1/12/2007	154.24	154.24	PROPTX1	Property Tax	2	0.00	154.24		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084101	700014856.00	12/29/2006	1/12/2007	467.28	467.28	PROPTXO	Property Tax	2	0.00	467.28		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084101	700014885.00	1/9/2007	1/12/2007	38.07	38.07	PROPTX1	Property Tax	2	0.00	38.07		
												0.00	659.59
GENERAL MOTORS CORP-SVC PARTS	70GMC0084201R1	700014874.00	1/4/2007	1/14/2007	596.52	596.52	PROPTX1	Property Tax	2	0.00	596.52		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084201R1	700014873.00	1/4/2007	1/14/2007	2,063.47	2,063.47	PROPTX1	Property Tax	2	0.00	2,063.47		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084401R1	700014875.00	1/4/2007	1/14/2007	297.63	297.63	PROPTX1	Property Tax	2	0.00	297.63		
GENERAL MOTORS CORP-SVC PARTS	70GMC0084401R1	700014872.00	1/4/2007	1/14/2007	1,029.75	1,029.75	PROPTX1	Property Tax	2	0.00	1,029.75		
												0.00	3,987.37
GENERAL MOTORS-POWERTRAIN	75GMC0077501	750006725.00	11/16/2005	12/8/2005	64.88	64.88	PROPTXO	Property Tax	2	0.00	64.88		
GENERAL MOTORS-POWERTRAIN	75GMC0077501	750008182.00	10/10/2006	10/30/2006	115.48	115.48	PROPTXO	Property Tax	2	0.00	115.48		
												0.00	180.36
GENERAL MOTORS-POWERTRAIN	75GMC0077501RIA	750006676.00	9/28/2005	11/30/2005	188.27	188.27	XTRNTO	Rent	2	0.00	188.27		
GENERAL MOTORS-POWERTRAIN	75GMC0077501RIA	750008167.00	9/26/2006	11/30/2006	188.27	188.27	XTRNTO	Rent	2	0.00	188.27		
GENERAL MOTORS-POWERTRAIN	75GMC0077501RIA	750008213.00	10/1/2006	12/30/2006	188.27	188.27	XTRNTO	Rent	2	0.00	188.27		
GENERAL MOTORS-POWERTRAIN	75GMC0077501RIA	750008232.00	12/1/2006	1/30/2007	188.27	188.27	XTRNTO	Rent	2	0.00	188.27		
GENERAL MOTORS-POWERTRAIN	75GMC0077501RIA	750008256.00	12/28/2006	2/28/2007	188.27	188.27	XTRNTO	Rent	2	0.00	188.27		
												0.00	796.38
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750006726.00	11/16/2005	12/8/2005	144.32	144.32	PROPTXN	Property Tax	2	0.00	144.32		
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750007940.00	12/27/2005	2/28/2006	644.37	322.18	XTRNMO	Rent	2	0.00	322.18		
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750008200.00	11/6/2006	11/20/2006	256.90	256.90	PROPTXO	Property Tax	2	0.00	256.90		
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750008222.00	10/1/2006	12/31/2006	644.37	322.18	XTRNMO	Rent	2	0.00	322.18		
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750008243.00	12/1/2006	1/31/2007	644.37	644.37	XTRNMO	Rent	2	0.00	644.37		
GENERAL MOTORS-POWERTRAIN	75GMC0078801	750008257.00	12/28/2006	2/28/2007	644.37	644.37	XTRNMO	Rent	2	0.00	644.37		
												0.00	2,334.32

Customer Name		Lease No.	Invoice No.	Invoice Date	Inv Due Date	Amount Invoiced	Amount Due on Invoice @ 01/26/07	Code for What Invoice Was For	Invoice Nature	Pre-Petition?	Pre-Petition Amount Due	Post-Petition Amount Due	Sub-Total Pre-Petition by Lease #	Sub-Total Post-Petition by Lease #
CUT OFF DATE = 10/8/2005														
I=PRE,2=POST														
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750006405.00	1/25/2005	1/25/2005	3/31/2005	983.06	983.06	XTRNMO	Rent	1	983.06	0.00		
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750006727.00	11/16/2005	11/16/2005	12/8/2005	220.19	220.19	PROPTXO	Property Tax	2	0.00	220.19		
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750008191.00	10/10/2006	10/10/2006	10/30/2006	139.92	139.92	PROPTXO	Property Tax	2	0.00	139.92		
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750008201.00	11/6/2006	11/6/2006	11/30/2006	252.00	252.00	PROPTXO	Property Tax	2	0.00	252.00		
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750008244.00	12/1/2006	12/1/2006	1/31/2007	632.08	632.08	XTRNMO	Rent	2	0.00	632.08		
GENERAL MOTORS-POWERTRAIN	75GMC0078803	750008258.00	12/28/2006	12/28/2006	2/28/2007	632.08	632.08	XTRNMO	Rent	2	0.00	632.08		
													983.06	1,876.27
GENERAL MOTORS-POWERTRAIN	75GMC0078803RIA	750008253.00	12/1/2006	12/1/2006	1/30/2007	228.13	228.13	XTRNTOPT	Rent	2	0.00	228.13		
GENERAL MOTORS-POWERTRAIN	75GMC0078803RIA	750008259.00	12/28/2006	12/28/2006	2/28/2007	228.13	228.13	XTRNTOPT	Rent	2	0.00	228.13		
													0.00	456.26
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750006406.00	1/25/2005	1/25/2005	3/31/2005	2,469.00	2,469.00	XTRNMO	Rent	1	2,469.00	0.00		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750006728.00	11/16/2005	11/16/2005	12/8/2005	552.99	552.99	PROPTXO	Property Tax	2	0.00	552.99		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008188.00	10/10/2006	10/10/2006	10/30/2006	112.62	112.62	PROPTXO	Property Tax	2	0.00	112.62		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008189.00	10/10/2006	10/10/2006	10/30/2006	112.62	112.62	PROPTXO	Property Tax	2	0.00	112.62		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008186.00	10/10/2006	10/10/2006	10/30/2006	126.52	126.52	PROPTXO	Property Tax	2	0.00	126.52		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008187.00	10/10/2006	10/10/2006	10/30/2006	126.52	126.52	PROPTXO	Property Tax	2	0.00	126.52		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008185.00	10/10/2006	10/10/2006	10/30/2006	253.04	253.04	PROPTXO	Property Tax	2	0.00	253.04		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008184.00	10/10/2006	10/10/2006	10/30/2006	253.06	253.06	PROPTXO	Property Tax	2	0.00	253.06		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008171.00	9/26/2006	9/26/2006	11/30/2006	1,234.49	1,234.49	XTRNMO	Rent	2	0.00	1,234.49		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008224.00	10/1/2006	10/1/2006	12/31/2006	1,234.49	1,234.49	XTRNMO	Rent	2	0.00	1,234.49		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008245.00	12/1/2006	12/1/2006	1/31/2007	1,234.49	1,234.49	XTRNMO	Rent	2	0.00	1,234.49		
GENERAL MOTORS-POWERTRAIN	75GMC0078822	750008260.00	12/28/2006	12/28/2006	2/28/2007	1,234.49	1,234.49	XTRNMO	Rent	2	0.00	1,234.49		
													2,469.00	6,475.33
GENERAL MOTORS-POWERTRAIN	75GMC0078822RIA	750006681.00	9/28/2005	9/28/2005	11/30/2005	802.42	802.42	XTRNTOPT	Rent	2	0.00	237.02		
GENERAL MOTORS-POWERTRAIN	75GMC0078822RIA	750008215.00	10/1/2006	10/1/2006	12/30/2006	802.42	802.42	XTRNTOPT	Rent	2	0.00	781.94		
GENERAL MOTORS-POWERTRAIN	75GMC0078822RIA	750008261.00	12/28/2006	12/28/2006	2/28/2007	802.42	802.42	XTRNTOPT	Rent	2	0.00	802.42		
													0.00	1,821.38
GENERAL MOTORS-POWERTRAIN	75GMC0079101	750006561.00	5/25/2005	5/25/2005	7/31/2005	4,397.99	4,397.99	XTRNMO	Rent	1	628.29	0.00		
GENERAL MOTORS-POWERTRAIN	75GMC0079101	750006720.00	10/26/2005	10/26/2005	12/31/2005	3,769.71	3,769.71	XTRNMO	Rent	2	0.00	3,769.71		
													628.29	3,769.71
GENERAL MOTORS-POWERTRAIN	75GMC0079102	750006708.00	10/26/2005	10/26/2005	12/30/2005	4,397.99	4,397.99	XTRNMO	Rent	2	0.00	4,397.99		
													0.00	4,397.99
GENERAL MOTORS-POWERTRAIN	75GMC0080201R1	750008192.00	10/10/2006	10/10/2006	10/30/2006	95.76	95.76	PROPTXO	Property Tax	2	0.00	95.76		
													0.00	95.76



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Customer Name	Lease No.	Invoice No.	Invoice Date	InvDueDate	Amount Invoiced	Am Due on 01/26/07	Code for What Invoice Was For	Invoice Nature	Pre- Petition?	Post-Petition Amount Due	Sub-Total Pre- Petition by Lease #	Sub-Total Post- Petition by Lease #
GENERAL MOTORS CORPORATION	87GMC01234118	870000423.00	6/29/2005	8/30/2005	433.53	433.53	S/T ACC	Sales Tax	1	433.53		
GENERAL MOTORS CORPORATION	87GMC01234118	870000423.00	6/29/2005	8/30/2005	2,890.10	2,890.10	XTRNTMO	Rent	1	2,890.10		
GENERAL MOTORS CORPORATION	87GMC01234118	870000426.00	7/25/2005	9/30/2005	433.53	433.53	S/T ACC	Sales Tax	1	433.53		
GENERAL MOTORS CORPORATION	87GMC01234118	870000426.00	7/25/2005	9/30/2005	2,890.10	2,890.10	XTRNTMO	Rent	1	2,890.10		
GENERAL MOTORS CORPORATION	87GMC01234118	870000429.00	8/26/2005	10/30/2005	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000429.00	8/26/2005	10/30/2005	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000432.00	9/28/2005	11/30/2005	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000432.00	9/28/2005	11/30/2005	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000435.00	10/26/2005	12/30/2005	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000435.00	10/26/2005	12/30/2005	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000438.00	11/28/2005	1/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000438.00	11/28/2005	1/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000442.00	12/27/2005	2/28/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000442.00	12/27/2005	2/28/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000445.00	1/26/2006	3/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000445.00	1/26/2006	3/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000448.00	3/6/2006	4/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000448.00	3/6/2006	4/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000452.00	3/29/2006	5/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000452.00	3/29/2006	5/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000456.00	4/27/2006	6/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000456.00	4/27/2006	6/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000459.00	6/12/2006	7/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000459.00	6/12/2006	7/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000462.00	6/28/2006	8/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000462.00	6/28/2006	8/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000465.00	7/26/2006	9/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000465.00	7/26/2006	9/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000468.00	8/28/2006	10/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000468.00	8/28/2006	10/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000471.00	9/26/2006	11/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000471.00	9/26/2006	11/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000474.00	10/31/2006	12/30/2006	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000474.00	10/31/2006	12/30/2006	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000477.00	11/29/2006	1/30/2007	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000477.00	11/29/2006	1/30/2007	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000480.00	12/28/2006	2/28/2007	433.53	433.53	S/T ACC	Sales Tax	2	0.00		
GENERAL MOTORS CORPORATION	87GMC01234118	870000480.00	12/28/2006	2/28/2007	2,890.10	2,890.10	XTRNTMO	Rent	2	0.00		
											6,647.26	36,433.07

Customer Name		Lease No.	Invoice No.	Invoice Date	Inv Due Date	Amount Invoiced	Amount Due on Invoice @ 6/26/07	Code for What Invoice Was For	Invoice Nature	Pre-Petition?	Pre-Petition Amount Due	Post-Petition Amount Due	Sub-Total Pre-Petition by Lease #	Sub-Total Post-Petition by Lease #
GENERAL MOTORS CORPORATION		87GMC012341134	870000424.00	6/29/2005	8/30/2005	1,465.35	1,465.35	S/T ACC	Sales Tax	1	1,465.35	0.00		
GENERAL MOTORS CORPORATION		87GMC012341134	870000422.00	6/29/2005	8/30/2005	9,768.83	9,768.83	XTRNTMO	Rent	1	9,768.83	0.00		
GENERAL MOTORS CORPORATION		87GMC012341134	870000427.00	7/25/2005	9/30/2005	1,465.35	1,465.35	S/T ACC	Sales Tax	1	1,465.35	0.00		
GENERAL MOTORS CORPORATION		87GMC012341134	870000427.00	7/25/2005	9/30/2005	9,768.83	9,768.83	XTRNTMO	Rent	1	9,768.83	0.00		
GENERAL MOTORS CORPORATION		87GMC012341134	870000430.00	8/26/2005	10/30/2005	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000430.00	8/26/2005	10/30/2005	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000433.00	9/28/2005	11/30/2005	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000433.00	9/28/2005	11/30/2005	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000436.00	10/26/2005	12/30/2005	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000436.00	10/26/2005	12/30/2005	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000439.00	11/28/2005	1/30/2006	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000439.00	11/28/2005	1/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000443.00	12/27/2005	2/28/2006	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000443.00	12/27/2005	2/28/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000446.00	1/26/2006	3/30/2006	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000446.00	1/26/2006	3/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000449.00	3/6/2006	4/30/2006	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000449.00	3/6/2006	4/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000453.00	3/29/2006	5/30/2006	1,465.35	1,465.35	S/T ACC	Sales Tax	2	0.00	1,465.35		
GENERAL MOTORS CORPORATION		87GMC012341134	870000453.00	3/29/2006	5/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000457.00	4/27/2006	6/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000457.00	4/27/2006	6/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000460.00	6/12/2006	7/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000460.00	6/12/2006	7/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000463.00	6/28/2006	8/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000463.00	6/28/2006	8/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000466.00	7/26/2006	9/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000466.00	7/26/2006	9/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000469.00	8/28/2006	10/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000469.00	8/28/2006	10/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000472.00	9/26/2006	11/30/2006	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000472.00	9/26/2006	11/30/2006	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000475.00	10/31/2006	1/30/2007	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000475.00	10/31/2006	1/30/2007	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000478.00	11/29/2006	2/28/2007	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000478.00	11/29/2006	2/28/2007	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
GENERAL MOTORS CORPORATION		87GMC012341134	870000481.00	12/28/2006	2/28/2007	1,263.23	1,263.23	S/T ACC	Sales Tax	2	0.00	1,263.23		
GENERAL MOTORS CORPORATION		87GMC012341134	870000481.00	12/28/2006	2/28/2007	9,768.83	9,768.83	XTRNTMO	Rent	2	0.00	9,768.83		
													22,468.36	177,035.02

										CUT OFF DATE = 10/8/2005	
										1-PRE-2-POST	
Customer Name	Lease No.	Invoice No.	Invoice Date	Inv-DueDate	Amount Invoiced	Amount Due on Invoice @ 01/26/07	Code for What Invoice Was For	Invoice Nature	Pre-Petition Amount Due	Post-Petition Amount Due	Sub-Total Pre-Petition by Lease #
GENERAL MOTORS CORPORATION	87GAC012341135	870004423.00	6/29/2005	8/30/2005	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004423.00	6/29/2005	8/30/2005	98.13	98.13	SFT ACC	Sales Tax	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004423.00	7/25/2005	9/30/2005	654.17	654.17	SFT ACC	Rent	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004423.00	7/25/2005	9/30/2005	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004431.00	8/26/2005	10/30/2005	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004431.00	8/26/2005	10/30/2005	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004434.00	9/28/2005	11/30/2005	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004434.00	9/28/2005	11/30/2005	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004437.00	10/26/2005	12/30/2005	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004437.00	10/26/2005	12/30/2005	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004440.00	11/28/2005	1/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004440.00	11/28/2005	1/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004444.00	12/27/2005	2/28/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004444.00	12/27/2005	2/28/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004470.00	1/26/2006	3/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004470.00	1/26/2006	3/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004450.00	3/6/2006	4/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004450.00	3/6/2006	4/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004454.00	3/29/2006	5/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004454.00	3/29/2006	5/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004458.00	4/27/2006	6/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004458.00	4/27/2006	6/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004461.00	6/12/2006	7/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004461.00	6/12/2006	7/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004464.00	6/28/2006	8/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004464.00	6/28/2006	8/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004470.00	7/26/2006	9/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004470.00	7/26/2006	9/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004473.00	8/28/2006	10/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004473.00	8/28/2006	10/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004476.00	10/31/2006	12/30/2006	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004476.00	10/31/2006	12/30/2006	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004479.00	11/29/2006	1/30/2007	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004479.00	11/29/2006	1/30/2007	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004482.00	12/28/2006	2/28/2007	98.13	98.13	SFT ACC	Rent	98.13	0.00	
GENERAL MOTORS CORPORATION	87GAC012341135	870004482.00	12/28/2006	2/28/2007	654.17	654.17	SFT ACC	Sales Tax	654.17	0.00	
GRAND TOTALS					546,147.68	594,642.64			149,370.88	355,271.76	149,370.88 355,271.76
											1,594.60 12,789.10